



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

**001487**

**001488**

**001489**

**001490**

**001491**

**Amendment 2**

May 1, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED HAUL TRUCK SERVICES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amending Contract Nos. 001487, 001488, 001489, 001490, and 001491 for As-Needed Haul Truck Services to enable these contracts to continue on a month-to-month basis for up to six months starting July 1, 2007, while Public Works completes the solicitation process for the replacement contracts.
3. Authorize Public Works to encumber \$2 million for the six-month extension of these contracts. Funds are available in Public Works' 2007-08 Road Fund budget and the Flood Control District Fund budget.
4. Authorize the Director of Public Works or his designee to execute these amendments upon proper execution by the contractors and approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 15, 2004, Item 76, your Board approved these contracts with various contractors to obtain necessary haul truck services within the unincorporated County areas to supplement Public Works' internal fleet meeting critical time requirements. On September 5, 2006, Item 43, your Board approved Amendment 1 to these contracts to allow for a fuel adjustment clause.

These contracts were for an initial one-year period with two 1-year renewal options beginning July 1, 2004. These contracts are set to expire on June 30, 2007. The purpose of this action is to continue these haul truck services on a month-to-month basis for up to six months starting July 1, 2007, while Public Works completes the solicitation process for the replacement contracts. The preparation of solicitations began several months ago, but the need for extensive changes in the Request for Proposals requires us to request this extension. When proposals have been received and evaluated, Public Works will recommend the contract awards for the continued provision of these services.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Service Excellence as the contractors' expertise allows for providing these services in a timely, effective, and responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact on net County cost. The total amount of the service is estimated to be \$2 million. Total expenditures for these services, however, will not exceed the contracts' amount approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds are available in Public Works' 2007-08 proposed Road Fund budget and the Flood Control District Fund budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

These amendments, which are substantially reflected in the enclosed form, will continue the contracts' current prices, terms, specifications, and conditions. These amendments will be executed by the Director in accordance with your Board's authorization only upon proper execution by the contractors and approval as to form by County Counsel.

The Honorable Board of Supervisors  
May 1, 2007  
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**ENVIRONMENTAL DOCUMENTATION**

These services are exempt from CEQA as specified in the State CEQA Guidelines, Section 15301, Class 1.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these amendments will continue the current contracted services.

**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

SAMPLE AMENDMENT 2 TO CONTRACT NO. 001487

AS-NEEDED HAUL TRUCK SERVICES

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and ALBERT A. BLACKSHER TRUCKING, a sole proprietor (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001487 was entered into between the COUNTY and the CONTRACTOR, on July 1, 2004, to provide haul truck services for a period of one year with two 1-year renewal options; and

WHEREAS, Amendment 1 was entered into between the COUNTY and the CONTRACTOR on September 5, 2006; and

WHEREAS, the COUNTY has exercised both renewal options, with the term of the Contract set to expire on June 30, 2007; and

WHEREAS, the parties desire to extend the contract on a month-to-month basis for up to six months, at an aggregate amount not to exceed \$2 million, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

WHEREAS, since Contract No. 001487 was entered into, the COUNTY has adopted a revised Assignment by Contractor policy and a revised Contractor Responsibility and Debarment policy.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001487 between them shall be amended as follows:

FIRST: Part II, Agreement, the Ninth paragraph is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to six months, beginning July 1, 2007, as follows:

- The CONTRACTOR shall provide continuous performance under this Contract on a month-to-month basis, commencing on July 1, 2007, for up to the maximum period of six months, through and including December 31, 2007, unless the COUNTY provides a written ten-day notice of nonrenewal at least ten days before

the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

SECOND: Exhibit B, Section 3.E, Assignment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Assignment by Contractor

- a. The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the CONTRACTOR and the Board or if delegated by the Board, the Director, and the CONTRACTOR. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.
- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

THIRD: Exhibit B, Section 6, Contractor Responsibility and Debarment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Contractor Responsibility and Debarment

- a. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- b. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- c. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- d. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of the CONTRACTOR.

**FOURTH:** Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as amended shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

ALBERT A. BLACKSHER TRUCKING

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

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